

**ANNEX A2**

**DATA PROTECTION SCHEDULE**

1. **Definitions.** This Annex is an integral part of the Master Service Agreement between Supplier and GTAA (“**Agreement**”) and the following words and terms have the meanings set out below. Capitalized words not defined herein have the meaning set out in the Agreement. In the event of any conflict or inconsistency between the Agreement and this Annex, the terms and conditions of this Annex will control to the extent of such conflict or inconsistency.

The following terms will have the definitions set forth as follows:

“**Applicable Laws**” has the meaning given to that term in the main body of this Agreement, and, for clarity, includes Privacy Laws, and industry standards concerning privacy, data protection, confidentiality, or information security.

“**GTAA Data**” means data (including Personal Information) that is Handled by Supplier in the performance of the services or work under Agreement.

“**Handle**” or “**Handling**” means to access, receive, collect, use, transmit, store, process, record, disclose, transfer, retain, dispose of, deidentify, anonymize, destroy, manage, or otherwise process.

“**Person**” includes, unless the context otherwise requires, an individual, company, partnership, limited partnership, sole proprietorship, firm, trust, joint venture, consortium, government, or government agency, authority, or corporation.

“**Personal Information**” means information about an identifiable Person that is Handled by Supplier in the performance of the services or work under Agreement, as applicable, including any information that could reasonably be used alone or in combination with other information to identify such person, regardless of the medium, as more particularly defined in applicable Privacy Laws.

“**Privacy Laws**” means all federal, provincial, and local data privacy, security, integrity and breach notification laws, regulations, and guidance applicable to Personal Information, including, the *Personal Information Protection and Electronic Documents Act* and equivalent provincial or foreign legislation.

“**Supplier**” means a Person, as set out on the first page of the Agreement, which is retained by GTAA to complete Work and Project pursuant to the terms of Agreement and Contract.

## 2. Privacy

(a) Without limiting the confidentiality obligations contained in Agreement, the Supplier will access, collect, use, disclose, store, and otherwise Handle all GTAA Data in accordance with: (i) all Applicable Laws and Privacy Laws; (ii) Supplier’s privacy and security policies (which Supplier will have in place and provide a copy of to GTAA upon request); and (iii) all requirements set out in this Annex.

## 3. General

The parties acknowledge and agree that the Supplier (or its agents or subcontractors, as applicable), and not GTAA, will always during the Term have custody, possession, and control of GTAA Data. The Supplier will:

- a) only Handle GTAA Data for the purposes of performing the services or work, as applicable, in accordance with the terms of this Agreement, and not Handle any GTAA Data in any other manner or for any other purpose without the express prior written consent of GTAA and, in all cases, in accordance with Applicable Laws;
- b) not disclose (and not allow any of its employees, or permitted agents or representatives to disclose) in any manner whatsoever any GTAA Data to any third party without the prior written consent of GTAA, unless otherwise permitted under Applicable Laws;
- c) where any disclosure or transfer of GTAA Data is required by Applicable Laws promptly notify GTAA in writing before complying with any such requirement for disclosure or transfer;
- d) have in place a process to comply with individual requests regarding GTAA Data, including the individual’s right to access, modify or correct Personal Information in accordance with applicable Privacy Laws;
- e) immediately notify GTAA in writing of any:

- (i) enquiry received from an individual relating to, among other things, the individual's right to access, modify or correct their GTAA Data that has been transferred by GTAA to Supplier or transferred by Supplier to GTAA;
- (ii) complaint received by the Supplier relating to the Handling of GTAA Data; and
- (iii) order, demand, warrant or any other document purporting to compel the production of any GTAA Data, and promptly comply and fully co-operate with GTAA with respect to any action taken with respect to such enquiry, complaint, or document;

f) maintain, implement, and ensure ongoing compliance with a written information privacy and security program that includes policies and procedures, risk management, monitoring, backup, disaster recovery and audit processes as necessary to comply with this Annex and Applicable Laws, consistent with industry accepted practices, and will provide copies of any such policies and procedures, as well as any amendments thereto, upon request of GTAA. The Supplier's information privacy and security program will include:

(i) all necessary administrative, technical, physical, organizational, and operational safeguards and other measures appropriate to the sensitivity of GTAA Data, including, at a minimum, the following:

- (a) GTAA Data must be encrypted using industry approved encryption algorithms while at rest as well as in transit;
- (b) All remote and administrative access to systems, applications and infrastructure used in providing the services in connection with this Agreement must require industry standard multifactor authentication prior to gaining access; and
- (c) Supplier's employees and other authorized personnel must have regular information security training.

(ii) such other measures requested by GTAA from time to time or as otherwise required under applicable Privacy Laws or other Applicable Law, all of which will be designed to:

- (a) ensure the security, confidentiality, integrity, and availability of GTAA Data; and
- (b) safeguard GTAA Data against:
  - (A) any loss, theft, damage, unavailability or unauthorized or unlawful access, use, disclosure, or other Handling of GTAA Data in Supplier's or its agent's or subcontractor's custody or control;

- (B) any other breach of the protection of GTAA Data;
- (C) any disruption, disaster or failure of Supplier's primary systems or operational controls; and
- (D) any violation of the terms of this Annex

(each a "**Data Incident**");

g) limit access to GTAA Data only to those employees, permitted agents or Subcontractor who need to have access to GTAA Data solely for the purposes of performing the services or work, as applicable, under Agreement;

h) ensure that or cause each of its employees, permitted agents and Subcontractor under this Agreement to agree, in writing, to protect the confidentiality and security of GTAA Data in accordance with the terms of this Annex and Applicable Laws, and otherwise properly advise and train each of such Persons of the requirements of under this Annex and Applicable Laws;

i) ensure that all GTAA Data is securely and physically segregated from any other information owned or managed by the Supplier, including implementing any necessary access barriers and password authorization procedures in connection therewith;

j) except as otherwise agreed to in writing by GTAA, only maintain and otherwise Handle GTAA Data in Canada;

k) in addition to, and without limiting, any other audit rights set out in this Agreement, provide GTAA's representatives with access to the records, facilities, and premises of the Supplier for the purposes of auditing, inspecting, examining, and otherwise verifying the Supplier's compliance with this Annex, and in the event that any such audit, inspection or examination reveals that the Supplier is non-compliant with its obligations under this Annex, promptly bring itself into compliance and pay the reasonable costs associated with the audit, inspection, or examination; and

l) except as agreed to by GTAA or as permitted under this Agreement, not subcontract, or assign to any third party any of the Handling of GTAA Data. The Supplier will only retain Subcontractor, or third parties Supplier can reasonably expect to appropriately protect the privacy, confidentiality, and security of GTAA Data as contemplated herein. Where the Supplier, with the written consent of GTAA, provides access to GTAA Data to a third party (including an affiliate) or subcontracts such rights or obligations, the Supplier will enter into a written agreement with each Subcontractor or third party that imposes

obligations on the Sub Suppliers or third party that are substantially like those imposed on the Supplier under this Annex.

#### **4. Notification of Data Incident and Incident Response**

a) The Supplier will immediately notify GTAA by telephone and in writing upon becoming aware of, or suspecting, a Data Incident, and such notice will contain, in reasonable detail and to the extent known at the time of such notice, a description of the circumstances of the Data Incident, including the cause and source, the date and time period during which the Data Incident is believed to have occurred, a description of GTAA Data involved in the Data Incident, an estimate of the number of potentially affected individuals, and any steps taken or to be taken by the Supplier to reduce the risk of harm to affected individuals. The Supplier will provide to GTAA regular updates as additional information becomes available or at such other time intervals to be determined by GTAA in its sole discretion, and the Supplier will provide the first such update no less than 48 hours after providing the initial notice under this Section 3(a).

b) The Supplier will, at its own expense, promptly take all necessary and advisable corrective actions, and all reasonable and lawful efforts to stop, prevent, contain, mitigate, rectify, or remediate such Data Incident. Without limiting the foregoing, the Supplier will, at its own expense, as directed by GTAA, either:

i) investigate the nature and scope of a Data Incident, including, if appropriate, retaining a reputable forensics expert to perform the actions described in section 3(b) of this Annex and preserve all records of information of such actions, and respond to the Data Incident, notifying affected individuals and other Persons including applicable regulatory authorities (e.g. privacy commissioners), in accordance with Applicable Laws and law enforcement, and seeking injunctive or other equitable relief against any such Persons who have violated or attempted to violate the security of GTAA Data; or

ii) as applicable, cooperate with GTAA in investigating and responding to the foregoing, notifying affected individuals and other Persons including applicable regulatory authorities (e.g., privacy commissioners), in accordance with Applicable Laws and law enforcement, and seeking injunctive or other equitable relief against any such Persons who have violated or attempted to violate the security of GTAA Data.

c) In the event that Applicable Law or any contract requires that any Persons be notified of a Data Incident, such notice will come from the Supplier if so, instructed by GTAA. In any event, the content, timing, and other details of such notice will be subject to GTAA's prior written approval, in GTAA's sole discretion. The Supplier will be responsible for reimbursing GTAA for the costs of such notifications and of fielding feedback and questions from those notified, and any other associated costs that GTAA may incur in connection with responding to or managing a Data Incident (including, for example, costs of print shop services, postage, obtaining contact information for affected individuals, credit monitoring services, call center services and forensics services).

d) Without limitation of the foregoing, the Supplier will keep and maintain a record of every Data Incident relating to the subject matter of Agreement and provide a copy of such records to GTAA promptly upon request.

## 5. Compliance

Upon request of GTAA from time to time, the Supplier will confirm in writing its compliance with the provisions of this Annex.

## 6. Indemnity

Without limiting the indemnification provision of Agreement, Supplier agrees to indemnify and hold harmless GTAA and its officers, employees, directors and agents from, and at GTAA's option defend against, any and all claims, actions, investigations, penalties, enquiries, losses, liabilities, costs and expenses, including third-party claims, reasonable attorneys' fees, consultants' fees and court costs (collectively, "**Claims**"), to the extent that such Claims arise from, or may be in any way attributable to:

- a) any breach by Supplier of any of its obligations set forth in this Annex or otherwise in connection with the Handling of GTAA Data under Agreement;
- b) the negligence, gross negligence, bad faith, or intentional or willful misconduct of Supplier or its personnel in connection with obligations set forth in this Annex;
- c) Supplier's use of any third-party providing services or Handling GTAA Data in connection with or relating to Supplier's obligations under this Annex or Agreement; or
- d) (d) otherwise arising from or in connection with any Data Incident.